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21 CHANTE DUNSON

22 **UNITED STATES DISTRICT COURT**

23 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

24 CHANTE DUNSON,

25 Plaintiffs,

26 vs.

27 WAL-MART ASSOCIATES, INC., a  
28 Delaware Corporation; and DOES 1  
through 25, inclusive,

Defendants.

CASE NO. 2:23-CV-05823-CAS-E

**STIPULATION RE: ENTRY OF  
PROTECTIVE ORDER; ORDER**

Date Filed: June 12, 2023

Trial Date: None

29 The parties have agreed to and have submitted to the Court, and for good cause  
30 shown the Court hereby enters, the following Stipulated Protective Order (the  
31 “Order” or “Confidentiality Order”):

1           1. This Order shall govern the disclosure of materials designated as  
 2 Confidential Material in this litigation. Confidential Material, as used in this Order,  
 3 shall refer to any document or item designated as Confidential or Highly Confidential  
 4 – Attorneys’ Eyes Only, including but not limited to, documents or items produced  
 5 during discovery, all copies thereof, and the information contained in such material.  
 6 Nothing in this Order shall require any party to produce any specific documents or  
 7 category of documents which a party deems inappropriate for production.

8 **Definitions of Confidential Material**

9           2. Confidential Material, as used in this Order, consists of the following  
 10 materials and categories of materials:

11           a. Materials relating to any privileged, confidential, or  
 12 nonpublic information, including, but not limited to, trade  
 13 secrets, research, design, development, financial, technical,  
 14 marketing, planning, personal, or commercial information,  
 15 as such terms are used in the Federal Rules of Civil  
 16 Procedure (Fed. R. Civ.) and any applicable case law  
 interpreting Fed. R. Civ. 26(c)(1)(G); contracts; non-public  
 compilations of retail prices; proprietary information;  
 vendor agreements; personnel files; claim/litigation  
 information; and nonpublic policies and procedures shall  
 be deemed Confidential.

17           b. Materials containing corporate trade secrets, nonpublic  
 18 research and development data, including, but not limited  
 19 to, cost data, pricing formulas, inventory management  
 20 programs, and other sales or business information not  
 21 known to the public; information obtained from a non-  
 party pursuant to a non-disclosure agreement; and  
 customer-related Protected Data shall be deemed Highly  
 Confidential – Attorneys’ Eyes Only.

22           c. Protected Data shall refer to any information that a party  
 23 believes in good faith to be subject to federal, state or  
 24 foreign data protection laws or other privacy obligations.  
 Examples of such data protection laws include but are not  
 25 limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801  
 26 et seq. (financial information); and, The Health Insurance  
 Portability and Accountability Act and the regulations  
 27 thereunder, 45 CFR Part 160 and Subparts A and E of Part  
 164 (medical information). Certain Protected Data may  
 28 compel alternative or additional protections beyond those  
 afforded Highly Confidential – Attorneys’ Eyes Only  
 material, in which event the parties shall meet and confer  
 in good faith, and, if unsuccessful, shall move the Court for  
 appropriate relief.

1 The parties shall not designate as confidential information that is already public  
2 knowledge.

3 3. The parties agree that such Confidential Material as described in  
4 paragraph 2 should be given the protection of an order of this Court to prevent injury  
5 through disclosure to persons other than those persons involved in the prosecution or  
6 defense of this litigation.

7 **Procedure for Designating Information as Confidential**

8 4. To designate information as confidential, the producing party shall mark  
9 Confidential Material with the legend “CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Parties shall submit  
11 confidential discovery responses, such as answers to interrogatories or answers to  
12 requests for admissions, in a separate document stamped with the appropriate legend  
13 designating those responses as Confidential Material. The Receiving Party may make  
14 copies of Confidential Material and such copies shall become subject to the same  
15 protections as the Confidential Material from which those copies were made.

16 a. Information on a disk or other electronic format (e.g., a  
17 native format production) may be designated confidential  
18 by marking the storage medium itself (or the native file’s  
19 title) with the legend “CONFIDENTIAL” or “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The  
21 Receiving Party shall mark any hard-copy printouts and the  
22 storage medium of any permissible copies of such  
23 electronic material with the corresponding legend  
24 contained on the original and such copies shall become  
25 subject to the same protections, as the Confidential  
26 Material from which those copies were made.

27 b. Information disclosed at any deposition of a party taken  
28 in this action may be designated by the party as confidential  
by indicating on the record at the deposition that the  
information is confidential and subject to the provisions of  
this Order. Alternatively, the party may designate  
information disclosed at the deposition as confidential by  
notifying the court reporter and other parties in writing,  
within fifteen (15) business days of receipt of the transcript,  
of the specific pages and lines of the transcript which are  
designated as confidential. The parties may agree to a  
reasonable extension of the 15-business-day period for  
designation. Designations of transcripts will apply to

audio, video, or other recordings of the testimony. During such 15-business-day period, the entire transcript shall receive confidential treatment. Upon such designation, the court reporter and each party shall affix the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to the designated pages and segregate them as appropriate.

5. A producing party may change the confidentiality designation of materials it has produced, as follows: (1) The producing party must give the receiving parties notice of the change by identifying the documents or information at issue. Once notice is given, the Receiving Party must make good-faith efforts to ensure that the documents or information are accorded treatment under the new designation. (2) Within a reasonable period after giving notice, the producing party must reproduce the documents or information in a format that contains the new designation. (3) If such information has been disclosed to persons not qualified pursuant to paragraph(s) (12-13) below, the party who disclosed such information shall (a) take reasonable efforts to retrieve previously disclosed Confidential Material; (b) advise such persons that the material is Confidential; and (c) give the producing party written assurance that steps (a) and (b) have been completed.

#### **Data Security**

6. The Parties agree to provide adequate security to protect data produced by the other party(ies) or by non-parties. This includes secure data storage systems, established security policies, and security training for employees, contractors and experts. Adequate security also includes such measures as data encryption in transit, data encryption at rest, data access controls, and physical security, whether hosted/outsourced to a vendor or on premises. At a minimum, any receiving party subject to the terms of this Confidentiality Order, will provide reasonable measures to protect non-client data consistent with the American Bar Association Standing Committee on Ethics and Professional Responsibility, Formal Opinion 477R.

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1 **Clawback Provisions**

2 7. The production of privileged or work-product protected documents,  
3 electronically stored information (ESI) or information, whether inadvertent or  
4 otherwise, is not a waiver of the privilege or protection from discovery in this case  
5 or in any other federal or state proceeding.

6 8. This Order shall be interpreted to provide the maximum protection  
7 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and  
8 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code  
9 § 1738. In the event of any subsequent conflict of law, the law that is most protective  
10 of privilege and work product shall apply.

11 9. Nothing contained herein is intended to or shall serve to limit a party's  
12 right to conduct a review of documents, ESI or information (including metadata) for  
13 relevance, responsiveness and/or segregation of privileged and/or protected  
14 information before production.

15 10. If the receiving party has reason to believe that a produced document or  
16 other information may reasonably be subject to a claim of privilege, then the  
17 receiving party shall immediately sequester the document or information, cease using  
18 the document or information and cease using any work product containing the  
19 information, and shall inform the producing party of the beginning BATES number  
20 of the document or, if no BATES number is available, shall otherwise inform the  
21 producing party of the information.

22 11. A producing party must give written notice to any receiving party  
23 asserting a claim of privilege, work-product protection, or other ground for  
24 reclaiming documents or information (a "clawback request"). After a clawback  
25 request is received, the receiving party shall immediately sequester the document (if  
26 not already sequestered) and shall not review or use that document, or any work  
27 product containing information taken from that document, for any purpose. The  
28 parties shall meet and confer regarding any clawback request.

**Who May Receive Confidential and Highly Confidential Information**

12. *Confidential Material.* Any Confidential Material and the information contained therein shall be disclosed only to the Court, its staff, in-house counsel and outside counsel of record for each party, and also shall be disclosed on a need-to-know basis only to the parties, counsel's staff personnel, employees of a party to whom disclosure is necessary in connection with the preparation for and trial of this action, and any witnesses in the case (including consulting and testifying experts) as may from time to time reasonably be necessary in prosecution or defense of this action.

13. *Highly Confidential—Attorneys' Eyes Only Material.* Material and information designated as "Highly Confidential—Attorneys' Eyes Only" shall only be disclosed to the Court, its staff, in-house and outside counsel of record for each party, the secretarial, clerical, and paralegal staff of each, and consulting and testifying experts retained by a party in this action.

14. *Restriction on Disclosure to Direct Competitors.* Notwithstanding the foregoing, Confidential Material shall not be disclosed to any current or former employees of, or current or former consultants, advisors, or agents of, a direct competitor of any party named in the litigation. If a Receiving Party is in doubt about whether a particular entity is a direct competitor of a party named in this lawsuit, then before disclosing any Confidential Material to a current or former employee, consultant, advisor, or agent of that entity, the Receiving Party's counsel must confer with counsel for the Producing Party.

15. *Persons Receiving Confidential Information Must Sign Exhibit A.* Counsel for each party shall advise all persons to whom Confidential Material is disclosed pursuant to this Order of the existence of this Order and shall provide all such persons (other than the Court and its staff) with a copy of this Order. Counsel shall also require such persons to execute the Affidavit attached as ***Exhibit A***, prior to the disclosure of Confidential Material.



1           16. *Duties in the Event of Unauthorized Disclosures.* It shall be the  
 2 obligation of counsel, upon learning of any unauthorized disclosure or threatened  
 3 unauthorized disclosure of Confidential Information, or any other breach or  
 4 threatened breach of the provisions of this Order, to promptly notify counsel for the  
 5 Producing Party. The notification shall be supplemented with reasonable details of  
 6 the circumstances of the disclosure in order to permit the producing party to  
 7 understand and take appropriate steps. Each party and its counsel agree to take  
 8 reasonable and good-faith efforts to contain or limit any breach promptly upon  
 9 receiving notice of it, and to make reasonable and good-faith attempts to retrieve any  
 10 unauthorized disclosure of documents or information. This provision does not limit  
 11 the producing party's entitlement to damages resulting from any breach of this Order.

12 **Authorized Uses of Confidential Material**

13           17. Confidential Material shall only be used for the purpose of litigating the  
 14 above-captioned lawsuit and may not be used in other lawsuits.

15           18. Persons having knowledge of Confidential Material and information  
 16 due to their participation in the conduct of this litigation shall use such knowledge  
 17 and information only as permitted herein, and shall not disclose such Confidential  
 18 Material, their contents or any portion or summary thereof to any person(s) not  
 19 involved in the conduct of this litigation.

20           19. If any person having access to the Confidential Material herein shall  
 21 violate this Order, he/she may be subject to sanctions by the Court and may be liable  
 22 to pay for the damages caused by his/her violation.

23 **Challenges to the Designation of Confidential Material**

24           20. Any party or interested member of the public may move the Court to  
 25 modify the designation of any documents or information produced in this litigation  
 26 (either to include additional protection with respect to confidentiality or to remove a  
 27 confidential designation). Before making such a motion, the party or an interested  
 28 member of the public shall first attempt to resolve such dispute with the producing

1 party's counsel. Pending resolution of any challenges to the designation of  
 2 documents or information, the material at issue shall continue to be treated as  
 3 Confidential Material until ordered otherwise by the Court. The burden shall be on  
 4 the producing party to show that the producing party's designation is appropriate.

5 **Withholding of Information**

6 21. *Non-relevant Attachments.* The parties will not produce non-relevant  
 7 attachments that are attached to relevant emails. When an attachment is withheld,  
 8 either for privilege or non-responsiveness, the producing party shall produce a one-  
 9 page TIFF image or PDF if production format dictates in place of the withheld  
 10 attachment, correspondingly stating "Attachment Withheld-Privileged" or  
 11 "Attachment Withheld-Nonresponsive", and bearing a sequential BATES number  
 12 within the family BATES range. If any attachment to an email contains responsive  
 13 content, then the cover email shall be produced for context, regardless of the cover  
 14 email's responsiveness. The cover email may be redacted in part to remove sensitive  
 15 information, as described below.

16 22. *Redactions.* The parties may redact (1) information that is privileged or  
 17 protected from discovery as work product or by reason of any other applicable  
 18 privilege or immunity; (2) information subject to non-disclosure obligations imposed  
 19 by governmental authorities, law or regulation (e.g., protected personal information);  
 20 and (3) sensitive, non-relevant information, including but not limited to personally  
 21 identifiable information, trade secrets, or information regarding products, data, or  
 22 people. Privilege redactions will state, over the redacted portion, "Redacted-  
 23 Privileged," and all other redactions will state, "Redacted-Nonresponsive."  
 24 Redactions of emails will not redact the names of recipients or the subject line of the  
 25 emails, unless the subject line is itself privileged or contains the sensitive information  
 26 described above, in which case only so much of the subject line will be redacted as  
 27 may be needed. The parties will produce redacted documents in TIFF format or  
 28 searchable PDF; or in native format for file types that do not convert well to



1 TIFF/PDF, such as Excel files with corresponding searchable OCR text and the  
 2 associated metadata for the document, ensuring the redacted content is fully protected  
 3 from disclosure.

4 **Confidential Material In Filings, Hearings, and Trial**

5 23. *Confidential Material in Filings.* Without written permission from the  
 6 Producing Party or court order secured after appropriate notice to all interested  
 7 persons, a party may not file Confidential Material in the public record in this action  
 8 (or in any other action, such as an appeal). A party that seeks to file under seal any  
 9 Confidential Material must comply with the relevant Federal rules and Local Rules  
 10 of Court. Confidential Material may only be filed under seal in a manner prescribed  
 11 by the Court for such filings.

12 24. *Manner of Sealing.* In the event Confidential Materials or portions of  
 13 transcripts are sealed as confidential by the Court or as described in paragraph (23)  
 14 above, they shall be filed in an envelope bearing the following designation when  
 15 deposited:

16 **CONFIDENTIAL**

17  
 18 IN ACCORDANCE WITH THE CONFIDENTIALITY  
 19 ORDER OF THE COURT, THE CONTENTS OF THIS  
 20 ENVELOPE SHALL BE TREATED AS  
 21 CONFIDENTIAL AND MUST NOT BE SHOWN TO A  
 22 PERSON OTHER THAN THE COURT, ATTORNEYS  
 23 IN THIS CASE, OR TO PERSONS ASSISTING THOSE  
 24 ATTORNEYS.

25 25. *Confidential Material in Hearings and Trial.* The provisions of this  
 26 Order shall not affect, and this Order does not limit, the *admissibility* of Confidential  
 27 Material (or references to that material) as evidence at trial, or during a hearing or  
 28 similar proceeding in this action. Prior to using Confidential Material or the  
 information contained therein at any hearing that is open to the public, the party  
 seeking to use the Confidential Material must give at least seven (7) days advance

1 notice to the producing party of the intent to use the Confidential Material so that the  
2 producing party may seek an appropriate Court Order to protect the Confidential  
3 Material.

4 **Continuing Effect of this Order and Duty to Destroy**

5 26. This Order shall continue to be binding throughout and after the  
6 conclusion of this litigation, including all appeals. Within thirty (30) days of  
7 settlement or final adjudication, including the expiration or exhaustion of all rights  
8 to appeal or petitions for extraordinary writs, each party or non-party to whom any  
9 materials were produced shall, without further request or direction from the  
10 Producing Party, promptly destroy all documents, items or data received including,  
11 but not limited to, copies or summaries thereof, in the possession or control of any  
12 expert or employee. This requirement to destroy includes all documents, not only  
13 those documents designated as Confidential Material. The Receiving Party shall  
14 submit a written certification to the Producing Party by the 30-day deadline that (1)  
15 confirms the destruction/deletion of all Confidential Material, including any copies  
16 of Confidential Materials provided to persons required to execute Exhibit A  
17 (Affidavit), and (2) affirms the Receiving Party has not retained any copies, abstracts,  
18 compilations, summaries or any other format reproducing or capturing any of the  
19 Confidential Material. Notwithstanding this provision, outside counsel is entitled to  
20 retain an archival copy of filings, depositions, and deposition exhibits.

21 **Procedure if Confidential Material Is Required to be Produced**

22 27. If any person receiving documents covered by this Order is served with  
23 a subpoena, order, interrogatory, or document or civil investigative demand  
24 (collectively, a "Demand") issued in any other action, investigation, or proceeding,  
25 and such Demand seeks material that was produced or designated as Confidential  
26 Material by someone other than the Receiving Party, the Receiving Party shall give  
27 prompt written notice by hand or electronic transmission within five (5) business  
28 days of receipt of such Demand to the party or non-party who produced or designated

1 the material as Confidential Material, and shall object to the production of such  
 2 materials on the grounds of the existence of this Order. At the request of the party or  
 3 non-party who produced or designated the material as Confidential Material, the  
 4 Receiving Party shall refuse to comply with the Demand unless (a) ordered to do so  
 5 by a court with jurisdiction over the Receiving Party; or (b) released in writing by the  
 6 party or non-party who designated the material as Confidential Material. The burden  
 7 of opposing the enforcement of the Demand shall fall upon the party or non-party  
 8 who produced or designated the material as Confidential Material. Compliance by  
 9 the Receiving Party with any order of a court of competent jurisdiction, directing  
 10 production of any Confidential Material, shall not constitute a violation of this Order.

11 **Application of this Order to Productions by Third Parties**

12 28. This Order may be used by third parties producing documents in  
 13 connection with this action. Third parties may designate information as Confidential  
 14 or Highly Confidential – Attorneys’ Eyes Only.

15 29. If a third party produces (or intends to produce) documents and does not  
 16 designate (or does not intend to designate) those documents as Confidential Material,  
 17 then any party to this action may seek to designate that third party’s documents or  
 18 categories of documents as Confidential Material. In that case, it will be the burden  
 19 of the party seeking protected status to move for a court order designating the  
 20 materials as Confidential Material after the parties confer.

21 30. In the event additional parties join or intervene in this litigation, the  
 22 newly joined party(ies) shall not have access to Confidential Material until its/their  
 23 counsel has executed and, at the request of any party, filed with the Court the  
 24 agreement of such party(ies) and such counsel to be fully bound by this Order.

25 31. The parties agree that nothing in this Order shall be deemed to limit the  
 26 extent to which counsel for the parties may advise or represent their respective  
 27 clients, conduct discovery, prepare for trial, present proof at trial, including any  
 28 document designated Confidential Material as set forth herein, or oppose the

1 production or admissibility of any information or documents which have been  
2 requested.

3 32. This Order shall remain in full force and effect until such time as it is  
4 modified, amended, or rescinded by the Court.

5  
6  
7 Dated: September 28, 2023

FORD & HARRISON, LLP

8  
9 By: /s/ Mohammad B. Shihabi  
10 MOHAMMAD B. SHIHABI  
11 LAWRENCE J. GEIST  
12 Attorneys for Defendant  
13 WAL-MART ASSOCIATES, INC.

14  
15 Dated: September 28, 2023

JML LAW, APLC

16  
17 By: /s/ Talya T. Deluya  
18 NICHOLAS W. SARRIS  
19 TALYA T. DELUYA  
20 Attorneys for Plaintiff  
21 CHANTE DUNSON

22 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

23  
24 Dated: 9/28/2023

/s/ Charles F. Eick

25 Hon. Charles F. Eick  
26 United States Magistrate Judge

**EXHIBIT A TO STIPULATED PROTECTIVE ORDER**

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CHANTE DUNSON,

Plaintiffs,

vs.

WAL-MART ASSOCIATES, INC., a  
Delaware Corporation; and DOES 1  
through 25, inclusive,

Defendants.

CASE NO. 2:23-cv-05823-CAS-E

**AFFIDAVIT OF COMPLIANCE  
WITH STIPULATED  
PROTECTIVE ORDER**

Date Filed: June 12, 2023  
Trial Date: None

**AFFIDAVIT OF COMPLIANCE WITH  
STIPULATED PROTECTIVE ORDER**

1. My name is \_\_\_\_\_. I live at \_\_\_\_\_  
\_\_\_\_\_. I am working on behalf (or at the direction and  
engagement) of \_\_\_\_\_.

2. I am aware that a Confidentiality Order has been entered in the above-captioned lawsuit. A copy of this Confidentiality Order has been given to me, and I have read and understand the provisions of same.

3. I acknowledge that documents and information designated as confidential and/or highly confidential pursuant to such Confidentiality Order (“Confidential Materials”) are being disclosed to me only upon the conditions that I agree (a) to be subject to the jurisdiction of this Court, and (b) to comply with that Order. I hereby agree to abide by such Order, subject to all penalties prescribed therein, including contempt of Court, for disobedience of said Order. I promise that the documents and information given confidential treatment under the Confidentiality Order entered in this case will be used by me only to assist counsel for the parties in preparing for litigation of the above-captioned matter. I understand that any use of such

1 Confidential Material in any manner contrary to the provisions of the Confidentiality  
2 Order may subject me to the sanctions of this Court for contempt and to liability for  
3 any damages caused by my breach of the Confidentiality Order.

4 4. I shall not disclose nor permit to be reviewed or copied said Confidential  
5 Materials, or any information derived from, by any person other than the parties and  
6 counsel for the parties or members of their staff.

7 5. Within 30 days after the above-captioned lawsuit ends in a final non-  
8 appealable order, I agree to destroy all Confidential Materials in my possession.

9  
10 Dated: \_\_\_\_\_

Acknowledged, Understood, and Agreed to:

11  
12 By: \_\_\_\_\_

13  
14 Name: \_\_\_\_\_